

LIMITED POWER OF ATTORNEY

Reference is hereby made to (x) each of the pooling and servicing agreements listed in Schedule 1 attached hereto, by and among the undersigned, as trustee, Countrywide Home Loans Servicing LP, as master servicer, Countrywide Home Loans, Inc., as seller, one or more additional sellers identified therein, and either of CWALT, Inc. or CWABS, Inc., as depositor (each, a "Pooling and Servicing Agreement") and collectively, the "Pooling and Servicing Agreements"), and (y) that certain settlement agreement (the "Settlement Agreement"), dated as of June 28, 2011, by and among the undersigned, in its capacity as trustee or indenture trustee of certain mortgage-securitization trusts identified therein, Bank of America Corporation, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing LP) (the "Master Servicer"), Countrywide Financial Corporation and Countrywide Home Loans, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Pooling and Servicing Agreements or the Settlement Agreement, as the context requires.

The undersigned, as Trustee under the Pooling and Servicing Agreements, hereby constitutes and appoints Specialized Loan Servicing LLC and its authorized officers (collectively, "SLS") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, or (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage, in each case solely in the performance of SLS' duties and obligations in respect of Mortgage Loans that are then being subserviced by SLS pursuant to a subservicing agreement (the "Subservicing Agreement") with the Master Servicer, then in effect in accordance with the terms of the Settlement Agreement. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, subject to the foregoing limitations, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact and agents to do any act or execute any document on behalf of the undersigned not specifically described herein.

For the purposes of clarification, but not limitation, the undersigned grants unto said attorneys-in-fact and agents, and each of them the full power and authority to (x) execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases and subordinations, each appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance, recordation or filing of said documents; (y) execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions; and (z) endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by SLS as a payment under a Mortgage Loan.

Nothing in this Limited Power of Attorney shall be deemed to amend or modify the Pooling and Servicing Agreements, the Settlement Agreement, the applicable Subservicing Agreement or the respective rights, duties or obligations of SLS thereunder, and nothing herein shall constitute a waiver of any rights or

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remedies thereunder. Without limiting the generality of the foregoing, this Limited Power of Attorney does not provide, and shall not be read so as to provide, SLS with the power to perform or undertake actions which SLS is not authorized to take pursuant to the applicable Subservicing Agreement or that the Master Servicer is not authorized to take pursuant to the applicable Pooling and Servicing Agreement. In addition, each attorney-in-fact and agent is only authorized to act pursuant to this Limited Power of Attorney in a manner which complies with all applicable laws, rules and regulations.

SLS shall indemnify, defend and hold the undersigned and its successors and assigns harmless, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to or in connection with any misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby. Acceptance of this Limited Power of Attorney by SLS, or the taking by SLS of any action pursuant to this Limited Power of Attorney, shall be deemed an agreement and acceptance by SLS of this indemnity obligation.

The rights, power, and authority of said attorneys-in-fact and agents granted in this Limited Power of Attorney will commence and be in full force and effect on the date of execution and such rights, powers, and authority will remain in full force and effect until the earlier of (x) 11:59 p.m., New York City time, on the date that is two years from such date and (y) the date, if any, on which SLS is no longer an "Approved Subservicer" under the Settlement Agreement; provided, however, that the undersigned may terminate this Limited Power of Attorney prior to such date by delivering a written notice of revocation to SLS, with a copy to the Master Servicer.

THE BANK OF NEW YORK MELLON F/K/A
THE BANK OF NEW YORK, as Trustee

Witness:


Michael Cerchio


By:


Melissa Adelson
Managing Director

Witness:


Steven Chrysanthis

By:


Kelly Crosson
Vice President

STATE OF: New York
COUNTY OF: New York

On the 20 day of December in the year 2011 before me, the undersigned, personally appeared Melissa Adelson and Kelly Crason personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their respective capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.


Notary Public

FRANCESCO DANDREA
NOTARY PUBLIC, State of New York
No. 01DA6211472
Qualified in New York County
Commission Expires Sept. 21, 2013

SCHEDULE 1**LIST OF POOLING AND SERVICING AGREEMENTS**

05001: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-9

05002: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWALT, Inc., ALTERNATIVE LOAN TRUST 2006-OA6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA6

05003: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWALT, Inc., ALTERNATIVE LOAN TRUST 2006-OC8 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC8

05004: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2005-16

05005: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-11

05006: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-11

05007: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-15

05008: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17

05009: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-18

05010: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-21

05011: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-22

05012: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-24

05013: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-25

05014: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-26

05015: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-7

05016: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-8

05017: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-1

05018: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-10

05019: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-11

05020: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-12

05021: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-2

05022: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-3

05023: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-4

05024: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-5

05025: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-6

05026: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-7

05027: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWALT, Inc., ALTERNATIVE LOAN TRUST 2006-OA10 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA10

05028: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-13

05029: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-14

05030: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-20

05031: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-23

05032: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-13

05033: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2007-8

05034: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2005-17